IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

C.R. 5984 of 2005
Date of Decision: 30.10.2006

Mithu Singh ...Petitioner

Versus

Surinder Kumar ....Respondent

Coram: Hon'ble Mr. Justice Hemant Gupta.

Present: Shri Ajay Sharda, Advocate, for the petitioner.

None for the respondent.

JUDGMENT

The challenge in the present revision petition is to the order passed by the learned trial Court on 20.10.2005, whereby while granting leave to defend the suit filed under Order 37 of the CPC, the petitioner was directed to furnish security in the form of a Bank Guarantee in the sum of Rs.3,32,500/-.

The plaintiff has filed the suit for recovery of the aforesaid amount on the basis of pronote and receipt dated 16.4.2003. Though the defendant denied his signatures on the said pronote and receipt but the learned trial Court found that the petitioner is trying to raise smokescreen and has put up a false defence. The defence taken by the defendant is sham and illusory but relying upon a judgment of the Hon'ble Supreme Court in **State Bank of Saurashtra v. M/s Ashit Shipping Services (P) Ltd. and another 2002(2) Supreme Court Judgment 1038 (SC)**, leave to defend was granted on the condition of furnishing of the Bank Guarantee.

I do not find any patent illegality or irregularity in the

impugned order passed by the learned trial Court, which may warrant interference by this Court in exercise of its revisional jurisdiction.

After returning a finding that the defence is a sham and illusory, the learned trial Court has, in fact, granted concession to the petitioner to furnish a Bank Guarantee. However, since the principal amount of the pronote and the receipt is Rs.2,50,000/-, the petitioner is directed to furnish the Bank Guarantee of the principal amount of the pronote and receipt within a period of two months from today.

With the said modification in the impugned order, the present revision stands disposed of.

30-10-2006 (HEMANT GUPTA)
ds JUDGE